



TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1329 Fax: (207) 439-6806

WORKSHOP 6:30 P.M.

The Town Council will meet with the Town Manager and the CIP Committee to receive the 2017-2021 Capital Improvement Plan.

February 22, 2016

Kittery Town Council
Regular Meeting
7:00 p.m.

Council Chambers

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's Report
7. Acceptance of Previous Minutes
8. Interviews for the Board of Appeals and Planning
9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials.

(020116-1) The Kittery Town Council moves to receive a presentation from Peter Sherr from Ransom Consulting, Inc. and to hold a public meeting to receive public comment for the EPA Brownfields Cleanup activities proposed for the Wood Island Life Saving Station.

10. PUBLIC HEARINGS
11. DISCUSSION
 - a. Discussion by members of the public (three minutes per person)
 - b. Response to public comment directed to a particular Councilor
 - c. Chairperson's response to public comments
12. UNFINISHED BUSINESS
13. NEW BUSINESS
 - a. Donations/gifts received for Council disposition

b. (020116-2) The Kittery Town Council moves to approve the disbursement warrants.

c. (020116-3) The Kittery Town Council moves to approve the 2017-2021 Capital Improvement Program in accordance with Town Charter Section 6.05 and Council Policy, as presented.

d. (020116-4) The Kittery Town Council moves to approve the fiscal year 2017 Capital Improvement Program budget in accordance with Town Charter Section 6.04 (2) and Council Policy, in the amount of \$1,208,975.

e. (020116-5) The Kittery Town Council moves to schedule a public hearing for March 14th for a 3 year extension of MRI's assessing services contract through fiscal year 2019.

f. (020116-6) The Kittery Town Council moves to authorize Tributary Brewing Co., LLC, 5 Winding Brooke Lane, South Berwick, ME, a one day extension for Tributary Brewing Company, 10 Shapleigh Road, Site A, to hold a one day event on April 2, 2016 from noon to 8:00 p.m. to serve beer under an enclosed tent in front of the establishment.

g. (020116-7) The Kittery Town Council moves to approve a renewal application from Loco Coco's Tacos Corp., 36 Walker Street, Kittery, ME for a Spirituous and Vinous Liquor License for Loco Coco's Tacos, 36 Walker Street.

h. (020116-8) The Kittery Town Council moves to discuss the Councilor role and process for obtaining information.

14. COUNCILOR ISSUES OR COMMENTS

15. COMMITTEE AND OTHER REPORTS

- a. Communications from the Chairperson
- b. Committee Reports

16. EXECUTIVE SESSION

17. ADJOURNMENT

Posted: February 18, 2016



Consulting
Engineers
and Scientists

December 9, 2015

Project 141.06144

Ms. Dorrie Paar, Project Officer
United States Environmental Protection Agency
5 Post Office Square, Suite 100
Boston, MA 02109

RE: Wood Island Life Saving Station
Proposed Cleanup Actions
National Historic Preservation Act – Section 106 Consultation

Dear Ms. Paar:

This letter is intended to assist the United States Environmental Protection Agency (USEPA) and the Maine Department of Environmental Protection (MEDEP) in evaluating and determining the eligibility of the proposed cleanup actions for funding through the USEPA Cleanup Grant awarded to the Town of Kittery (Town) and to request review for compliance with Section 106 of the National Historic Preservation Act (NHPA) for the proposed remediation and abatement of the Former Wood Island Life Saving Station in Kittery, Maine (the Site).

The proposed cleanup actions for the Site include the following:

- Removal and proper disposal of asbestos-containing materials (ACM) including siding paper, flooring paper, thermal system insulation (TSI), commingled TSI and debris, and boiler jacket material;
- Select encapsulation of limited portions of asbestos-containing flooring paper, where floors are to remain intact and undisturbed for preservation purposes;
- Remediation of lead-based paint through a combination of building component removal, scraping/scarifying and making intact/stabilizing loose and flaking paint on wood and plaster surfaces for future restoration activities; and
- Removal and proper disposal of avian waste located throughout the Site building.

The Site has been declared eligible for the National Register of Historic Places by the Maine Historic Planning Commission (MHPC); therefore, the proposed abatement and restoration work will conform to the Secretary of the Interior's *Standards for the Treatment of Historic Properties, 1995*. Cleanup activities funded through the Brownfields cleanup grant will be performed in conjunction with historical preservation and restoration activities proposed by the Wood Island Life Saving Station Association (WILSSA) that will be funded, in part, by a grant from the National Park Service (NPS) and funds appropriated by the State of Maine for restoration purposes. The Town, WILSSA, Ransom Consulting,

400 Commercial Street, Suite 404, Portland, Maine 04101, Tel (207) 772-2891

Byfield, Massachusetts 01922, Tel (978) 465-1822, Fax (978) 465-2986

Pease International Tradeport, 112 Corporate Drive, Portsmouth, New Hampshire 03801, Tel (603) 436-1490

2127 Hamilton Avenue, Hamilton, New Jersey 08619, Tel (609) 584-0090

60 Valley Street, Building F, Suite 106, Providence, Rhode Island 02909, Tel (401) 433-2160

www.ransomenv.com

Ms. Dorrie Paar
United States Environmental Protection Agency

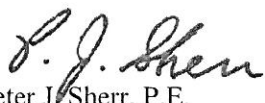
Inc. (Ransom), and Rykerson Architecture are working in concert to develop scopes of work for cleanup and restoration to be completed concurrently. At this time, the restoration plan is being developed and will be submitted to the MHPC for review and revision. A copy of the draft abatement scope of work and preservation options/restoration plan is attached for reference.

Based on the condition of historically significant building components and the approved restoration plan for individual building areas, cleanup activities will be tailored to each specific area. Where conditions allow, i.e., building components have deteriorated beyond salvage, lead-based paint and asbestos-containing materials will be completely removed and properly disposed of; in locations where building components must be salvaged to preserve the historic fabric of the building, lead-based paint will be remediated through making intact/stabilizing loose and flaking paint and encapsulating, and some limited areas of asbestos flooring paper will be encapsulated. Avian waste in all areas will be removed and properly disposed of off-site.

Ransom will provide periodic updates on the status of the cleanup and restoration plan and will notify the USEPA of the final plan approved by the MHPC. On behalf of the Town of Kittery, Ransom requests that the USEPA initiate historic preservation consultation relative to the Brownfields Program and Section 106 of the NHPA. As this cleanup project will be performed with direct input from the MHPC, we presume that applicable NHPA Section 106 requirements will be met. Please let us know if any further documentation is required, and do not hesitate to contact us with questions.

Sincerely,

RANSOM CONSULTING, INC.



Peter J. Sherr, P.E.
Principal / Senior Project Manager

KJT/PJS:lrk

cc: Nancy Colbert-Puff, Town of Kittery
Christopher Redmond, MEDEP
Sam Reid, WILSSA
Deane Rykerson, Rykerson Architecture



TOWN OF KITTERY
Office of the Town Manager
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1329 Fax: 207-439-6806
ncolbertpuff@kitteryme.org

Nancy Colbert Puff
Town Manager

CONTRACT FOR INTERIM ASSESSING SERVICES

AGREEMENT entered this ____ day of March, 2016 by and between the TOWN OF KITTERY, a duly organized Maine municipal corporation with a principal address at 200 Rogers Road, Kittery, Maine (the "Town"), and Municipal Resources Inc., a NH corporation with a principal address of 120 Daniel Webster Highway, Meredith, NH 03253 ("the CONTRACTOR"):

WHEREAS, the Town seeks to engage the services of a firm to provide assessing services;

WHEREAS, the Town issued an RFP seeking proposals from qualified firms;

WHEREAS, interview were conducted with respondents to the RFP and the most responsible proposal was submitted by Municipal Resources Inc. , a firm with the ability, capacity, and will to perform these services;

NOW THEREFORE, in consideration of the mutual exchange of promises and other provisions herein, the parties hereto agree as follows:

- 1) Scope of Work. The Contractor shall provide consulting services as further described in the attached proposal entitled "Proposal –Assessing Services."
- 2) Dates of performance. The Contractor shall provide these services from July 1, 2016 to June 30, 2019 unless otherwise agreed;
- 3) Contract Sum. The Town agrees to pay the Contractor in monthly installments for the services provided in accordance with the terms and conditions herein. For fiscal 2017, the fee is \$95,000; for fiscal 2018 is \$97,850, and for fiscal 2019 it is \$100,750.
- 4) The Contract Documents: The following, together with this Agreement, form the Contract and all are as fully a part of the Contract as if attached to this Agreement or herein repeated: Attachment A: **PROPOSAL –ASSESSING SERVICES**.
- 5) Insurance: Throughout the term of this Agreement, the CONTRACTOR agrees to furnish at its sole expense and maintain insurance per the specifications and minimum limits set forth herein:

All insurance is to be provided by a company or companies licensed in the State of Maine

- a. Commercial General Liability on an occurrence (as opposed to claims-made) basis with general aggregate limit applicable per project (ISO CG2503 or equivalent)

- Each occurrence limit \$1,000,000
- General aggregate limit \$2,000,000
- Products/Comp. op. aggregate limit \$2,000,000

An additional insured provision is to apply for the TOWN, its officers, officials, agents, and employees on a primary, non-contributory basis. Coverage for contractual liability is to be included for the indemnification provisions of this Agreement.

- b. Auto Liability for owned, hired and non-owned autos with a single limit for each accident of \$1,000,000.
- c. Workers' Compensation insurance to comply with the requirements of Maine statutes, plus employers' liability for:
 - Each accident: \$500,000
 - Each employee (disease): \$500,000
 - Policy limit (disease): \$500,000
- d. Professional Liability \$1,000,000

All policies shall be so written that the Kittery Town Manager will be notified of cancellation or restrictive amendment at least ten (10) days prior to the effective date of such cancellation or amendment. A certificate of insurance from the CONTRACTOR'S insurance carrier showing at least the coverage and limits of liability specified above and the inception and expiration dates shall be filed with the Town Manager at least seven (7) calendar days before operations are begun.

- 6) Payments. Payment will be made by the Town based upon receipt of an invoice from the Contractor. The Town shall issue payment to the Contractor within thirty (30) days of receipt of the invoice or Application for Payment.
- 7) Independent Contractor. The Town and the Contractor intend that the relationship established between them pursuant to this Contract is that of client and independent contractor. No agent, employee, or servant of the Contractor is or may be deemed to be an employee, agent or servant of the Town.
- 8) Maine Law. This Contract will be construed in accordance with and governed by the laws of the State of Maine.
- 9) Town's Representative. The Town's representative under this Contract is the Kittery Town Manager. All notices or communications required under this Contract shall be in writing and sent to the Town Manager at the foregoing address.
- 10) Indemnification. Notwithstanding the availability and policy limits of any insurance, the Contractor hereby agrees to defend, indemnify and hold harmless the Town, its officers, officials, and employees ("Indemnified Parties") against any claims made or legal actions brought against an Indemnified Party(ies) by any person or entity as a result of or arising

from injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity ("Liabilities") arising out of or relating to the Contractor's performance or failure to perform pursuant to this Contract, except where the Liabilities are the result of an Indemnified Party's own direct and sole negligence. This obligation shall survive the termination, completion or expiration of this Contract. The Contractor shall promptly notify the Town of any claim or action brought in connection with this Contract and thereupon shall promptly take over and defend any such claim or action.

- 11) Termination. If the Contractor is adjudged a bankrupt, or if he shall make a general assignment for the benefit of his creditors, or if a receiver of his property is appointed, or if the work to be done under the Contract is abandoned, or if the Contract or any part thereof is sublet without the previous written consent of the Town, or if the Contract or any claim thereunder is assigned by the Contractor otherwise than as herein specified, or if at any time the Town is of the opinion that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract, the Town may notify the Contractor to discontinue all work, or any part thereof and thereupon the Contractor shall discontinue such work or such part thereof as the Town may designate, remove his equipment, tools, supplies and materials as the Town directs, and the Town may thereupon, by contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor.
- 12) Severability of Provisions. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 13) Amendments. This Contract may be amended by a written amendment duly executed by the parties hereto. No modifications, waiver or alternation of the Contract or any term herein is enforceable unless it is in writing and duly executed by both the Town and the Contractor.
- 14) Entire Agreement. This Contract constitutes the entire agreement between the parties with respect to the matters addressed herein.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused their duly authorized representatives to set their hands on seals on their behalf on the date and year set forth below.

TOWN OF KITTERY
By its Town Manager

CONTRACTOR
Municipal Resources Inc.

By: _____
Name: Donald R. Jutton
Title: President

Date: _____, 2016

Date: _____, 2016

120 Daniel Webster Highway
Meredith, NH 03253



Municipal Resources
www.municipalresources.com

ATTACHMENT A

tel: 603.279.0352 • fax: 603.279.2548
toll free: 866.501.0352

February 11, 2016

Nancy Colbert Puff
Town Manager
200 Rogers Road Extension
Kittery, ME 03904

Re: Assessing Services

Dear Ms. Puff:

Pursuant to our recent conversation, Municipal Resources, Inc. (MRI) is pleased to present the following proposal to provide assessing services to the Town of Kittery.

SCOPE OF WORK

MRI will provide Annual Assessing Services and related support services in the on-going operations of the Kittery Assessing Department. We will assist the Town Manager in the fulfillment of her duties and responsibilities related to the tax assessment of real property throughout the municipality as required by Maine law, and as expected and typical of Maine assessors in Maine communities. The foregoing is not intended to include either partial or full revaluations or updates without a separate contract.

MRI staff will perform the following:

- Establish values for new real property.
- Create and provide all reports required by the Town, the State, and the County.
- Coordinate and cooperate with the tax mapping company and the Planning staff to produce updated and accurate annual tax maps.
- Coordinate with the Town Manager and Treasurer to develop the annual tax commitment.
- Cooperate with staff to process and address any abatements or supplemental taxes.
- Meet with and respond to citizen inquiries and requests for information in a timely manner.

- Provide prompt review and processing of property transfers, splits, and new construction.
- Read and correctly interpret deeds for property splits and utilization of a deed plotter to establish property division for mapping purposes.
- Annually complete a physical inspection and inventory of one quarter (1/4) of all real estate parcels. Data enter changes into the Town's CAMA system.
- Have thorough knowledge of Maine property tax programs such as: tree growth; open space; farmland exemptions; BETE; BETR; Veterans exemptions; and the ability to assist taxpayers with applications and understanding of the law.
- Review requests for abatement; assist Board of Assessment Review in abatement appeals.
- Keep current with professional training and changes in Maine State law.
- Coordinate with third party vendor who conducts the annual update of personal property.

Town staff will be responsible for getting ownership transfers, exemptions, and other data into the Town billing system. MRI staff will enter and maintain data in the Town's Computer Assisted Mass Appraisal (CAMA) System (Vision) so that all real property which has been subdivided or altered is recalculated in accordance with the parameters established in the CAMA system. MRI will maintain a regular schedule of two days per week for personnel to conduct the functions necessary to perform the responsibilities set forth herein and to be available, by appointment, to meet with taxpayers and respond to inquiries from Town staff.

It is understood that the Town will maintain support staff sufficient to answer basic questions when MRI personnel are not in the office, to call MRI when issues arise that ought not be left until the next regular time that MRI personnel will be in Town, to schedule appointments for those who wish to meet with MRI personnel and to prepare and mail notices/requests for information determined by MRI and approved by the Town Manager to be helpful in its effort to assist in the fulfillment of its duties.

With regard to field inspections, MRI will make an initial visit to each property; if someone is present at the time of the visit, an interior inspection will be attempted. However, in all cases, MRI will measure the exterior of the improvements, except where inappropriate. In those cases where the interior is not viewed on the initial visit, a list will be provided to enable the Town staff to send a letter requesting an appointment for an interior inspection. If no interior inspection is accommodated by the property owner, MRI will estimate the interior on the basis of the best information available and annotate the property card accordingly.

It is estimated that all elements of the work can be accomplished within three to four days per week on average with the time dedicated to on-site field work varying considerably from month



to month. One MRI staff person will spend part of at least 2 days per week in the Assessing Office in order to be available to Town officials, personnel and citizens. The schedule of specific days of the week and hours of the day in the office may be adjusted by mutual agreement to allow for attendance at night meetings, taxpayer meetings, other commitments, etc. Field work will be scheduled as necessary to ensure that all work is completed within the time frames necessary to comply with all elements of the annual tax commitment process.

In the event of new legislation and/or Maine Revenue Services rules and regulations that require additional services beyond those contained herein, an additional scope of work will need to be negotiated.

To the extent there is interest and opportunity, MRI will provide training, support, and mentoring to the Clerk assigned to support the Town's assessing operations. In event that Town personnel who may already be visiting properties for other purposes are willing and able, MRI will provide training and support to enable them to perform the measuring-listing/data verification work for specific properties they visit during the normal course of their work. In such instance, MRI will provide oversight and review of the work, enter data into the CAMA system, and issue a credit in the month following the work in the amount as shown in Fees and Charges, below.

FEES AND CHARGES

The annual fees indicated below will be paid in equal monthly installments by the 15th of each month, in advance. Any reimbursable charges will be invoiced in the month following the expense and will be paid within 30 days of invoice. Invoices not paid within 30 days will accrue interest at the rate of 1.5% per month.

- A. The sum of \$95,000 from 7/1/2016 to 6/30/2017;
- B. The sum of \$97,850 from 7/1/2017 to 6/30/2018;
- C. The sum of \$100,750 from 7/1/2018 to 6/30/2019;

Use of a consultant's personal vehicle for field work will be documented and billed at the IRS rate in effect at that time.

For any field inspections (measuring and listing and/or data verification) performed by Town staff, under the direction and to the standards set by MRI, we will issue a credit of \$10.00 per parcel in the month following the activity.

Preparation and presentation of the defense of values above the local level are not included in the fee schedule. After securing authorization to proceed from the Town Manager, MRI will bill



Nancy Colbert Puff, Town Manager
February 11, 2016
Page 4

for such services at \$150 per hour, except for the defense of utility values, where the cost will be \$175 per hour.

To the extent technical assistance is required from the Town's software vendors, or others knowledgeable of the assessing/tax collection systems and practices, the Town shall be responsible to pay directly all such costs. MRI shall cooperate fully in an effort to keep any required technical support costs as low as possible.


For specific tasks not included in the Scope, a separate agreement will be negotiated.

TERM

The agreement shall remain in force and effect from July 1, 2016 through June 30, 2019 with an option to terminate the agreement with a 60-day written notice.

I look forward to discussing this proposal with you further.

Sincerely,



Donald R. Jutton
Municipal Resources, Inc.
603.279.0352



February 22, 2016

Town of Kittery
Attn: Town Council
200 Rogers Road Ext.
Kittery, ME 03904

Dear Sirs and Madams,

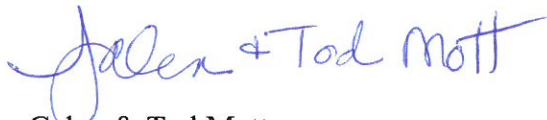
We are writing to request permission to hold a special event Saturday, April 2, 12 noon to 8 pm. It is necessary to gain the Town of Kittery's permission in order to get a permit from the State of Maine to extend the bonded area to a tent outside our tasting room. Our landlord, Driscoll Realty, has given us approval and is prepared to write a letter to this effect.

This will be a release event for our Russian Imperial Stout and will be similar in structure to the release we held last October. We do anticipate a large turnout and many cars coming from out of the area. We will request permission from Traip Academy and the York Historical Society to use their parking areas again.

Tributary will have a 20' x 40' tent, porto potty, and one day food vendor(s). We will hire a police detail between 10 am – 2pm, when attendance will be at its height. We will also notify our business & immediate residential neighbors of the event.

We respectfully submit this request.

Sincerely yours,



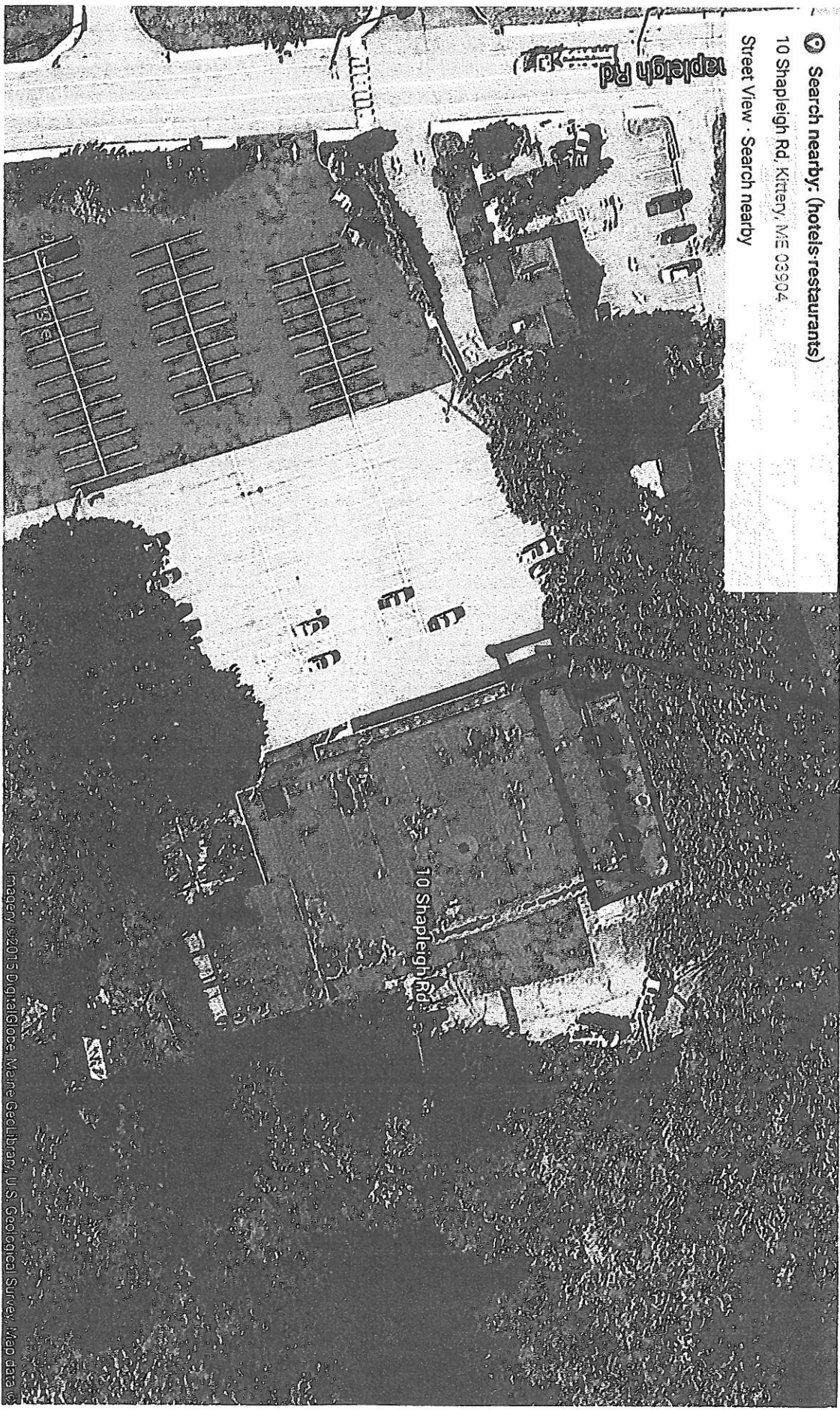
Galen & Tod Mott
Owners
Tributary Brewing Co.

Tent

Search nearby: (hotels:restaurants)

10 Shapleigh Rd, Kittery, ME 03904

Street View Search nearby



Imagery ©2015 DigitalGlobe, Maine Geolibrary, U.S. Geological Survey, Map data ©

**BUREAU OF ALCOHOLIC BEVERAGES
DIVISION OF LIQUOR LICENSING & ENFORCEMENT
8 STATE HOUSE STATION
AUGUSTA, ME 04333-0008**



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

DEPARTMENT USE ONLY

LICENSE NUMBER:

CLASS:

DEPOSIT DATE

AMT. DEPOSITED:

BY:

CK/MO/CASH:

PRESENT LICENSE EXPIRES 3.9.2016

INDICATE TYPE OF PRIVILEGE: ☐ MALT ☒ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

☒ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTINONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Loco Cocos Tacos Corp</u> DOB: _____			2. Business Name (D/B/A) <u>LOCO COCO'S TACOS</u>		
DOB: _____					
DOB: _____			Location (Street Address) <u>36 Walker St.</u>		
Address <u>36 Walker St.</u>			City/Town <u>Kittery</u>	State <u>ME</u>	Zip Code <u>03904</u>
			Mailing Address <u>Same</u>		
City/Town <u>Kittery</u>	State <u>ME</u>	Zip Code <u>03904</u>	City/Town	State	Zip Code <u>03904</u>
Telephone Number <u>(207)438-9322</u>		Fax Number <u>(207)438-9289</u>		Business Telephone Number <u>(207)438-9322</u>	
				Fax Number <u>(207)438-9289</u>	
Federal I.D. #			Seller Certificate #		

EMAIL ADDRESS: management@locococos.com

3. If premises is a hotel, indicate number of rooms available for transient guests: N/A

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 2.5m LIQUOR \$ 500,000

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐
7. If manager is to be employed, give name: JAMI ROSE SCARDINA
8. If business is NEW or under new ownership, indicate starting date: _____
Requested inspection date: _____ Business hours: _____
9. Business records are located at: 36 WALKER ST
10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐
11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐
12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
RAMONA VALDEZ	8.29.56	Biddetord, ME
JAMI SCARDINA	10.7.70	Portsmouth, NH
Natascha Millar-Shea	2.9.85	Martinez, CA
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Kithen, ME; Eliot, ME; Kithen, ME		

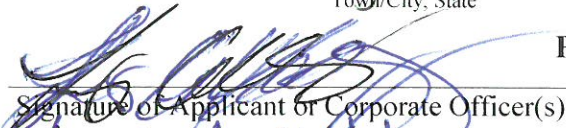
13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒
- Name: _____ Date of Conviction: _____
- Offense: _____ Location: _____
- Disposition: _____
14. Will any law enforcement official benefit financially either directly in your license, if issued?
Yes ☐ No ☒ If Yes, give name: _____
15. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐
16. Does/do applicant(s) own the premises? Yes ☒ No ☐ If No give name and address of owner: _____
17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) _____
18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☒ NO ☐ Applied for: _____
19. What is the distance from the premises to the **NEAREST** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1/2 mile Which of the above is nearest? church
20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐
- If YES, give details: Kennebunk Savings

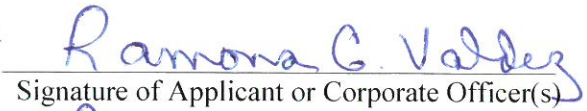
The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Kittery, ME on Jan 6, 20 16
Town/City, State Date

Please sign in blue ink


Signature of Applicant or Corporate Officer(s)
Luis A. Valdez
Print Name


Signature of Applicant or Corporate Officer(s)
RAMONA G. VALDEZ
Print Name

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I	Spirituos, Vinous and Malt	\$ 900.00
CLASS I:	Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
CLASS I-A:	Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
CLASS II:	Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only	\$ 220.00
CLASS III:	Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
CLASS IV:	Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
CLASS V:	Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
CLASS X:	Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
CLASS XI:	Restaurant/Lounge; and OTB.	

FILING FEE\$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to the **Treasurer of Maine**. This application must be completed and mailed to Bureau of Alcoholic Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 8 State House Station, Augusta ME 04333-0008. Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

**Supplemental Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

Date Filed: _____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

LOCO COCO'S TACOS Corp

2. Other business name for your entity (DBA), if any:

3. Date of filing with the Secretary of State: May 18, 2004

4. State in which you are formed: MAINE

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____

6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
LUIS VALDEZ	150 Whipple Ave Kittery, ME 03904	1-26-66	60
	15 Eliot Shores Ln Eliot, ME 03903		
Ramona VALDEZ	same	8-29-56	40

7. Is any principal person involved with the entity a law enforcement official?

Yes

☐

No

☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐

No ☒

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:


Signature of Duly Authorized Person

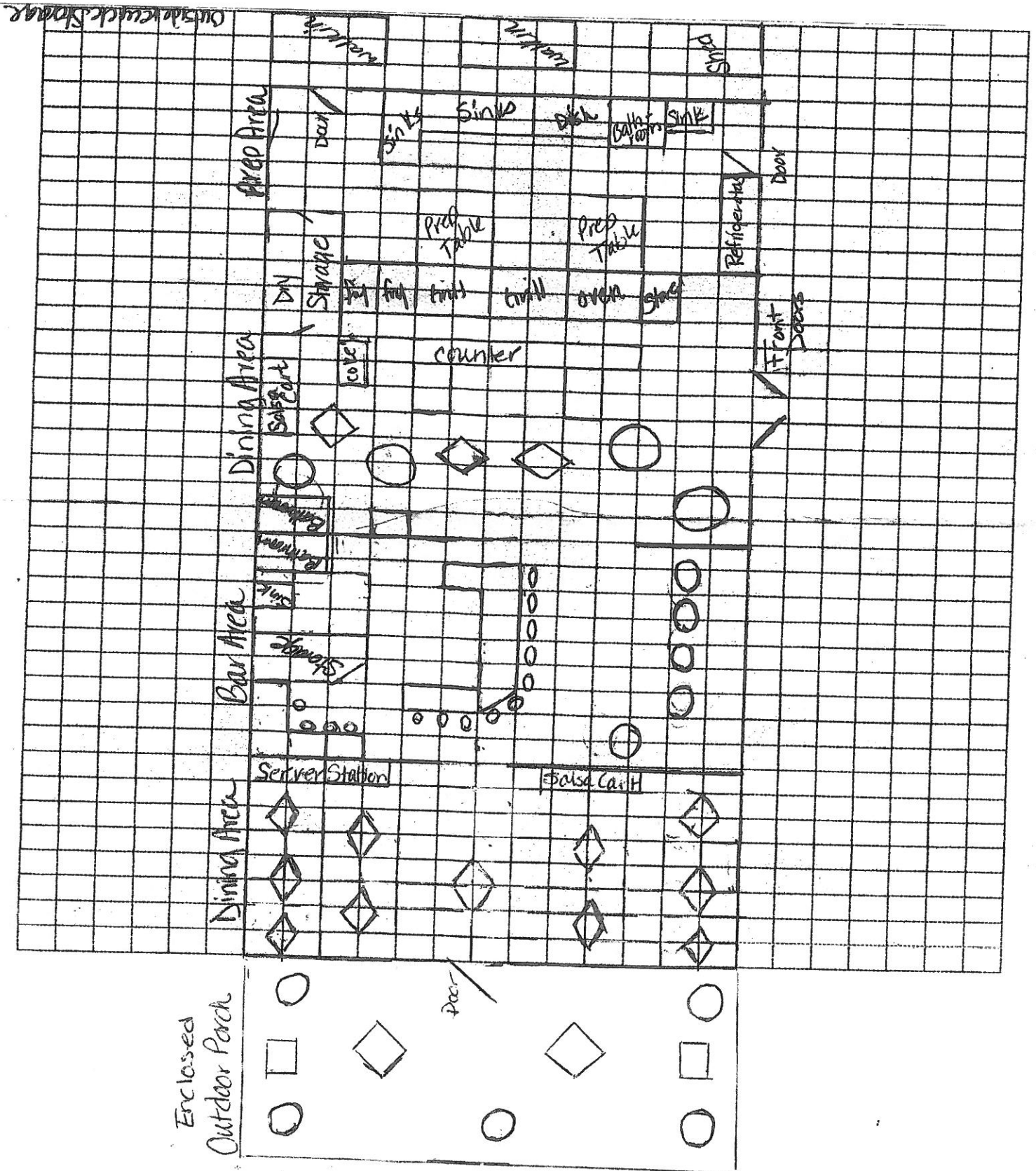
Jan 07, 2016
Date

Luis A. Valdez
Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To: Bureau of Alcoholic Beverages and Lottery
Operations Division of Liquor Licensing Enforcement
8 State House Station Augusta, Me 04333-0008
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

PREMISE DIAGRAM



STATE OF MAINE

Dated at: Kittery, ME, Maine York SS
 City/Town (County)

On: _____
 Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd)]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of an application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal within 120 days of the filing of the application. [1999, c.589, §1 (amd).]
2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c.45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control: [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner: [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises: [1989, c.592, §3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c.730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
4. **No license to person who moved to obtain a license. (REPEALED)**
5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of an appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

analysis of bills prior to taking any official position. The analysis is to include a summary of the legislation's purpose and a listing of those entities both in support of and against the proposed legislation.

1. Proclamations - Ceremonial proclamations are often requested of the City Council in recognition of an event or individual. Proclamations are not statements of policy but a manner in which the City can make special recognition of an event. As part of his/her ceremonial responsibilities, the Mayor is charged with administration of proclamations. Individual Council members do not issue proclamations.

* Chapter 7 Interaction with City Staff/Officials

- A. Overview - City Council policy is implemented through professional staff. Therefore, it is critical that the relationship between Council and staff be well understood by all parties so policies and programs may be implemented successfully. The City of Saco has a long tradition of positive relationships between members of the City Council and staff. To maintain these effective relationships it is important that roles are clearly recognized.
- B. Mayor-Council-City Administrator Form of Government - Saco has adopted a Mayor-City Council-City Administrator form of government. Basically, this structure reflects that it is the City Council's role to establish City policy and priorities. The Council appoints a City Administrator to implement this policy and undertake the administration of the organization. The City Council is to work through the City Administrator in dealing with City staff. Indeed, the charter requires Council members to work through the City Administrator.
- C. The City Administrator is appointed by the City Council to enforce its laws, to direct the daily operations of City government, to prepare and monitor the budget, and to implement the policies and programs initiated by the City Council. The City Administrator is responsible to the Mayor and City Council rather than to individual Council members, and directs and coordinates the various departments.
- D. Council/Administrator Relationship - The employment relationship between the City Council and City Administrator honors the fact that the City Administrator is the chief administrative officer of the City. Council and the City Administrator are a participatory team and the City Council should avoid situations that can result in City staff being directed, intentionally or unintentionally, by one or more members of the City Council. Regular communication between the City Council and City Administrator is important in maintaining open communications. All dealings with the City Administrator, whether in public or private, should respect the responsibilities of the City Administrator in administrative matters. Disagreements should be expressed in policy terms, rather than in terms that question satisfaction with or support of the City Administrator.
- E. The City Council is to evaluate the City Administrator on a regular basis to ensure that both the City Council and City Administrator are in agreement about performance and goals based on mutual trust and common objectives. Saco City

2 pgs in
+ rec'd pgs


1. Objectives: It is the intent of staff to ensure Council members free access to information from the City and to insure that such information is communicated completely and with candor to those making the request. To carry out this responsibility, however, Council members must avoid intrusion into those areas that are the responsibility of staff. Individual Council members may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities without the prior knowledge and approval of the City Council as a whole. This is necessary to protect staff from undue influence and pressure from individual Council members, and to allow staff to execute priorities given by management and the Council as a whole without fear of reprisal.
2. Council roles: The City Council by ordinance, may create, change, and abolish offices, departments and agencies, other than the offices, departments and agencies established by the Charter. The City Council, by ordinance, may assign additional functions or duties to offices, departments or agencies established by the Charter, but may neither discontinue nor assign to any other office, department or agency any function or duty assigned by the Charter to a particular office, department or agency.
3. Individual members of the City Council should not make attempts to pressure or influence staff decisions, recommendations, workloads, schedules, and department priorities without the prior knowledge and approval of the Council as a whole. If a Council member wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Council to do so as a matter of Council policy.
4. Should a Council member become dissatisfied about a department, he/she should always talk it over with the City Administrator, not the department head. Concerns about the department head must be taken to the City Administrator only. Individuals are responsible to initiate resolution of problems as soon as possible and not let them fester.
5. Access to Information: Individual Council members as well as the Council as a whole are permitted complete freedom of access to any information requested of staff and shall receive the full cooperation and candor of staff in being provided with any requested information. Appropriate personnel will pass critical information to all City Council members. The City Administrator or appropriate staff will always inform the council when a critical or unusual event occurs about which the public would be concerned.
6. The law's definition of "public records," while broad, excludes records designated confidential by other laws (see 1 M.R.S.A. § 402(3)). Because such designations are widely scattered throughout both State and federal statutes, some commonly encountered exclusions are listed alphabetically below.

a. Ambulance and rescue records, including medical records, 1 M.R.S.A. § 402(3)(H).

before granting a request for records. City Council members have a responsibility in this information flow as well. It is critical that they make extensive use of staff and commission reports and commission minutes. Council members should come to meetings prepared – having read item documents as well as any additional information or memoranda that includes an update on major projects or evolving issues. Additional information may be requested from staff, if necessary.

m. Staff roles: The Council recognizes the primary functions of staff as executing Council policy and actions taken by the Council and in keeping the Council informed. The Council expects the City Administrator to not cause or allow any practice, activity, decision or circumstance which is either illegal, immoral, imprudent, or in violation of community accepted business and professional ethics. Staff is obligated to take guidance and direction only from the Council as a whole or from the appropriate management supervisors. Staff is directed to reject any attempts by individual members of the Council to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations. The City Administrator will make every effort to respond in a timely and professional manner to all requests made by individual Council members for information or assistance, provided that, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned through the direction of the full City Council. If a request by an individual council member is determined by the City Administrator to take one hour or more of staff time to complete, that request may be included as a request submitted by Council on the formal Council agenda for full Council discussion.

n. Magnitude of Information Request - Any information, service-related needs, or policy positions perceived as necessary by individual Council members which cannot be fulfilled based on these guidelines should be scheduled for a City Council meeting. If so directed by action of the Council, City Administrator will proceed to complete the work within a Council-established timeline.



h. Staff Relationship with Advisory Bodies, Boards & Commissions - Staff support and assistance may be provided to commissions and task forces, but advisory bodies do not have supervisory authority over City employees. While staff may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and ultimately the City Administrator. The members of the commission/ board/committee are responsible for the functions of the advisory body, and the chairperson is responsible for committee compliance with its policies. Staff support includes preparation of a summary agenda, and preparation of reports providing a brief background of the issue, a list of alternatives, recommendations, and appropriate backup materials, if necessary. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. The assigned staff person may serve as secretary, taking minutes as needed. It is important that advisory bodies wishing to communicate recommendations to the City Council do so through adopted or approved Council agenda procedures. In addition,

2016 TENTATIVE AGENDA ITEMS

March 14, 2016 – 6:00 pm Audit Presentation

- Disbursement warrants
- Public Hearing – MRI Multi-year Contract

March 28, 2016

- Disbursement warrants

April 11, 2016

- Disbursement warrants
- School Budget presented to Council
- Council takes preliminary vote on the School Budget and schedules May 9th for School Budget public hearing for its final approval on the School Budget
- Council votes on the Town Meeting warrant articles language for the June 14th ballot

April 25, 2016

- Disbursement warrants
- Town Manager presents Municipal Budget to Council
- Presentation from the Shellfish Committee?

May 9, 2016

- Disbursement warrants
- Public Hearing – Council votes on School Budget
- Public Hearing – Council votes on School Ordinances
- Council schedules June 13th for a public hearing to vote on the FY'17 Municipal Budget

May 23, 2016

- Disbursement warrants

June 13, 2016

- Disbursement warrants
- Public Hearing – Council votes on the FY'17 Municipal Budget
- Public Hearing – Town Meeting